



June 5, 2007

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT AMENDMENTS FOR PROPOSITION A DIETARY AND
NON-PROP A CONCESSION CAFETERIA SERVICES**

(2nd, 4th and 5th Districts)

(3 Votes for Dietary Services) (4 votes for Public Cafeteria Services)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Proposition A (Prop A) Amendment No. 8 to Agreement No. 70295 (Exhibit I) with Morrison Management Specialists, Inc., dba Morrison Health Care, Inc. (Morrison) for the continued provision of dietary services at Harbor-UCLA Medical Center (Harbor), on a month-to-month basis, effective July 1, 2007 through December 31, 2007, for a total cost of \$2,195,713.
2. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 8 to Agreement No. 70294 (Exhibit II) with Morrison for the continued provision of dietary services at Martin Luther King, Jr - Harbor Hospital (MLK-Harbor), to increase the amount for special function meals to \$20,000, effective date of Board approval, and extend the term of the Agreement on a month-to-month basis, effective July 1, 2007 through December 31, 2007, for a total cost of \$1,194,800.
3. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 9 to Agreement No. 70694 (Exhibit III) with Morrison for the continued provision of dietary and concession cafeteria services at Olive View-UCLA Medical Center (Olive View) on a month-to-month basis, effective July 1, 2007 through December 31, 2007, for a total cost of \$1,757,130.
4. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 9 to Agreement No. 68444 (Exhibit IV) with Sodexo, LLC (Sodexo) for the continued provision of dietary and concession cafeteria services at Rancho Los Amigos National Rehabilitation Center (Rancho) on a month-to-month basis, effective July 1, 2007 through December 31, 2007, for a total cost of \$1,973,066.

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

Robert G. Splawn, MD
Senior Medical Director

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

*To improve health
through leadership,
service and education.*



www.ladhs.org

5. Approve and instruct the Director of Health Services to sign the attached non-Prop A Amendment No. 9 to Agreement No. H-211094 (Exhibit V) with Morrison, for the continued provision of concession cafeteria services at Harbor on a month-to-month basis effective July 1, 2007 through December 31, 2007, with estimated revenue of \$36,438.
6. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 4 to Agreement No. 73378 (Exhibit VI) with Morrison for the continued provision of dietary services (clinical nutrition) and concession cafeteria services at High Desert Health System (High Desert) on a month-to-month basis, effective July 1, 2007 through June 30, 2008, for a total cost of \$131,203.
7. Delegate authority to the Director of Health Services to increase the maximum obligation at MLK-Harbor not to exceed 15% or \$179,220 for additional services as necessary.
8. Delegate authority to the Director of Health Services to increase the maximum obligation on an as-needed basis at High Desert during the term of the agreement, not to exceed 25% annually for expanded services including, e.g., additional registered clinical dietitian services, as approved by the Director, for an additional annual cost of \$32,800.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Approval of the recommended actions will allow for the provision of dietary services and concession cafeteria services at Harbor, MLK-Harbor (dietary only), Olive View, and Rancho while an independent committee reevaluates the proposals received as a result of the Request for Proposals (RFP). The Agreement for dietary and concession cafeteria services at High Desert will allow for an RFP process to be completed for that facility. The current Agreements expire on June 30, 2007. The Department is requesting delegated authority to increase the maximum obligation to accommodate a potential increase in inpatient beds at MLK-Harbor. Delegated authority to increase the services at High Desert will allow for additional dietitian services for High Desert patients as needed.

Upon completion of the RFP evaluation, the Department of Health Services (DHS) recommended Morrison as the contractor for all four facilities in September 2006 based on their receiving the highest overall scores by the Evaluation Committee. The proposers who were not recommended for a contract, Integrated Support Solutions, Inc. (ISSI) and Sodexo, submitted protests pursuant to the Services Contracting Solicitation Protest Policy. ISSI's protest was heard by the County Review Panel on April 5, 2007. Subsequent to the County Review Panel's recommendation, DHS determined that, in the best interests of all parties involved, the dietary proposals submitted by the three proposers, ISSI, Morrison and Sodexo, will be reevaluated in their entirety.

DHS has been contracting for dietary services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A), since October 1984. Dietary services are an integral part of the legitimate activities which must be provided by a hospital to perform its health care functions. Contracting under Proposition A guidelines continues to be cost effective and operationally feasible for the provision of dietary services. Concession cafeteria services are contracted under the authority of Government Code Section 25536.

MLK-Harbor's concession cafeteria is currently provided under a separate Agreement administered by the Chief Administrative Office.

FISCAL IMPACT/FINANCING:

The cost for each facility is as follows: \$2,195,713 for Harbor, \$1,194,800 for MLK-Harbor; \$1,757,130 for Olive View, and \$1,973,066 for Rancho, effective July 1, 2007 through December 31, 2007 for a total amount of \$7,120,709 and \$131,203 at High Desert effective July 1, 2007 through June 30, 2008. An additional \$20,000 is needed for the current fiscal year for special function meals at MLK-Harbor.

The cost of services at High Desert is higher than last year because the revenue from concession services has decreased substantially due to a decrease in services.

The amendments include the most recent Board-approved cost of living adjustment language. Funds are included in the Fiscal Year (FY) 2006-07 Final Budget and FY 2007-08 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Harbor and MLK-Harbor

On September 3, 1996, the Board approved Agreements with Morrison to provide dietary services at MLK-Harbor and Harbor effective September 1, 1996 through February 29, 2004. Subsequently, the Board approved additional Amendments to extend the term. Most recently, on March 20, 2007, the Board approved an extension through June 30, 2007 at Harbor and on March 27, 2007 approved an extension at MLK-Harbor through June 30, 2007.

Additional funds are being requested effective date of Board approval to provide for nurse recruitment, nurse recognition and hospital appreciation activities.

Olive View

On May 13, 1997, the Board approved an Agreement with Morrison to provide dietary and concession cafeteria services at Olive View, effective June 1, 1997 through November 30, 2002. Subsequently, the Board approved additional Amendments to extend the term. Most recently, on March 20, 2007, the Board approved an extension through June 30, 2007.

RANCHO

On July 18, 1995, the Board approved an Agreement with Sodexo to provide dietary and concession cafeteria services at Rancho, effective August 1, 1995 through July 31, 2002 with delegated authority to extend through January 31, 2003. Subsequently, the Board approved additional Amendments to extend the term. Most recently, on March 20, 2007, the Board approved an extension through June 30, 2007.

CONCESSION CAFETERIA SERVICES AT Harbor

On May 9, 2000, the Board approved a revenue concession Agreement with Morrison for the provision of concession cafeteria services at Harbor through February 29, 2004. Subsequently, the Board approved additional Amendments to extend the term. Most recently, on March 20, 2007, the Board approved an extension through June 30, 2007.

High Desert

On August 27, 1997, the Board approved an Agreement with Morrison for the provision of dietary services at High Desert through August 12, 2002. On April 2, 2000, Morrison terminated the Agreement effective August 12, 2000. On August 13, 2000, High Desert entered into a Purchase Order Agreement with Morrison until a provider could be selected through a competitive bid process.

On May 29, 2001, the Board approved an Agreement with Morrison for the continued provision of dietary services at High Desert through June 30, 2006. Subsequent amendments were approved that reduced the scope of work from hospital dietary services to the services needed for the Multi-Service Ambulatory Care Center (MACC) and extended the Agreement through June 30, 2007. Since High Desert' conversion to a MACC, the Prop A dietary part of this Agreement is for clinical nutrition services for High Desert patients. A half-time clinical nutritionist provides nutritional assessments, counseling and nutritional education services for High Desert patients and families at both the main High Desert facility and the community-based health centers.

Contract monitoring functions are performed by administrative staff at each facility. The new Board-approved cost of living adjustment language has been included.

County Counsel has approved these Amendments (Exhibits I, II, III, IV, V and VI) as to form.

CONTRACTING PROCESS:

On February 23, 2005, DHS released an RFP for Dietary and Concession Cafeteria Services at Harbor, MLK-Harbor (dietary services only), Olive View and Rancho. A mandatory proposers conference was held at Rancho on March 28, 2005. Five potential proposers attended the conference. Subsequently walk-throughs were held at the other facilities. The deadline date for submission of proposals for the RFP was December 19, 2005.

The proposers submitting bids in response to this RFP were ISSI for Olive View and Rancho. Morrison and Sodexo both submitted bids for all four facilities. Subsequent to the County Review Panel, the Department determined that it is in the best interest of the parties to reevaluate all proposals in their entirety.

The Department is currently developing an RFP for High Desert dietary and concession cafeteria services.

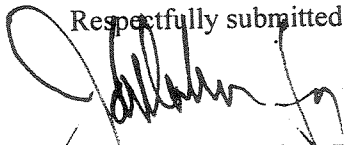
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval will allow for the provision of dietary and concession cafeteria services at Harbor, MLK-Harbor (dietary only), Olive View, Rancho and High Desert.

The Honorable Board of Supervisors
June 5, 2007
Page 5

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:amb
BL DIETARY AMENDMENT.AMB.wpd

Attachments (6)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT1. TYPE OF SERVICES:

Dietary and Concession Cafeteria Services at Harbor, MLK-Harbor (dietary only), Olive View and Rancho and High Desert.

2. AGENCY ADDRESS AND CONTACT PERSON:

A. Morrison Management Specialists, Inc.
 dba Morrison Health Care, Inc.
 1727 Axenty Way
 Redondo Beach, CA 90278
 Attention: Edward M. Clark, Regional Vice President
 Telephone: (310) 798-4017

B. Sodexho, LLC.
 3033 5th Avenue, Suite 335
 San Diego, CA 92103
 Attention: Calvin Johnson
 Telephone: (619) 296-6433

3. TERM:

July 1, 2007 through December 31, 2007 on a month-to-month basis at Harbor, MLK-Harbor, Olive View and Rancho.

July 1, 2007 through June 30, 2008 at High Desert.

4. FINANCIAL INFORMATION::

The cost for each facility is as follows: \$2,195,713 for Harbor, \$1,194,800 for MLK-Harbor; \$1,757,130 for Olive View, and \$1,973,066 for Rancho, effective July 1, 2007 through December 31, 2007 for a total amount of \$7,120,709 and \$131,203 at High Desert effective July 1, 2007 through June 30, 2008. An additional \$20,000 is needed for the current fiscal year for special function meals at MLK-Harbor.

The cost of services at High Desert is higher than last year because the revenue from concession services has decreased substantially due to a decrease in services.

The amendments include the most recent Board-approved cost of living adjustment language. Funds are included in the Fiscal Year (FY) 2006-07 Final Budget and FY 2007-08 Proposed Budget.

5. PERSONS ACCOUNTABLE FOR PROGRAM MONITORING:

Administration at each facility.

6. GEOGRAPHIC AREA SERVED:

2nd, 4th and 5th Districts.

7. APPROVALS:

Chief Deputy:

John R. Cochran, III

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel (approval as to form):

Sharon Reichman, Senior Deputy County Counsel

EXHIBIT I

Contract No. 70295-8

DIETARY SERVICES AGREEMENT
HARBOR-UCLA MEDICAL CENTER

AMENDMENT NO. 8

THIS AMENDMENT is made and entered into this 5th day
of June, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MORRISON MANAGEMENT
SPECIALISTS, INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"DIETARY SERVICES AGREEMENT", dated September 3, 1996, and
further identified as County Agreement No. 70295, and extension
letter dated August 20, 2003, and any Amendments thereto (all
hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement
to extend its term and to make the changes described hereinafter;
and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective July 1, 2007.
2. The term of this Agreement is hereby extended on a month-

to-month basis at County's sole discretion through December 31, 2007.

3. Exhibit A, Paragraph 8, Inflation Adjustments and Contractors' Future Year Budgets, of the body of the Agreement shall be revised as follows:

"8. The Agreement (hourly, daily, monthly, etc.) may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period.

Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a cost of living adjustment (COLA) pursuant to this paragraph for Agreement option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid

to employees providing services under this Agreement) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost increased. COLAs shall not be applied to facility alterations and repairs, equipment costs, special function meal expense, incidental food and supplies expense, enteral feeding expense, profit and sales tax expenses and other items at County's discretion. Inflation adjustment and Contractor's future Agreement year budgets must be requested in writing along with supporting documentation to the Chief, Contracts and Grants Division, and the Chief Executive Officers at the Medical Centers. The request must be submitted sixty (60) days prior to the end of each Agreement year for the following Agreement year.

4. Schedule 8 shall be replaced with Schedule 9, attached hereto and incorporated in Agreement by reference.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be
subscribed in its behalf by its duly authorized officer, the day,
month, and year first above written.

COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

ATTEST:

MORRISON MANAGEMENT SPECIALISTS,
INC., dba MORRISON HEALTH CARE,
INC.

Contractor

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By *[Signature]*
RVP

By: *[Signature]*

Deputy



APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By: *[Signature]*

Deputy County Counsel

FOR SHARON REICHMAN

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*

Cara O'Neill, Chief
Contracts and Grants Division

By: *[Signature]*

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

AMENDCDharbor8.AMB
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JUN - 5 2007

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

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JUN - 5 2007

70295
Amendment No. 7

Contractor's Budget
to Deliver 47,001 - 52,000 Meals per
Calendar Month from July 1, 2007 through December 31, 2007
HARBOR-UCLA MEDICAL CENTER

Labor Costs	\$ 1,334,187
Raw Food Costs	\$ 470,872
Materials, Services and Supplies	\$ 146,970
Utilities	\$ 500
Management Fee & Administrative Costs	\$ 100,322
Sales Tax Liability	\$ 60,230
A. Contractor's Budget	\$ 2,113,081
B. Special Function Meals	\$ 12,500
Incidental Food and Supplies	\$ 4,000
Patient Tube Feeding Products	\$ 3,500
Linen	\$ 6,332
Contractor's Total Budget	\$ 2,195,713
BASIC MONTHLY CHARGE	\$ 352,180

Contract No. 70294-8

DIETARY SERVICES AGREEMENT
MARTIN LUTHER KING, JR. - HARBOR HOSPITAL

AMENDMENT NO. 8

THIS AMENDMENT is made and entered into this 5th day
of June, 2007,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

MORRISON MANAGEMENT SPECIALISTS,
INC., dba MORRISON HEALTH CARE,
INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"DIETARY SERVICES AGREEMENT", dated September 3, 1996, and
further identified as County Agreement No. 70294, and extension
letter dated August 20, 2003, and any Amendments thereto (all
hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement
to extend its term and to make the changes described hereinafter;
and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon date of Board
approval.

2. The term of this Agreement is hereby extended on a month-to-month basis at County's sole discretion through December 31, 2007.

3. Schedule 8-A shall replace Schedule 8, effective date of Board approval through June 30, 2007, attached hereto and incorporated in Agreement by reference.

4. Schedule 8-A shall be replaced with Schedule 9, effective July 1, 2007, attached hereto and incorporated in Agreement by reference.

5. Exhibit A, Paragraph 8, Inflation Adjustments and Contractors' Future Year Budgets, of the body of the Agreement shall be revised as follows:

"8. Inflation Adjustments and Contractors' Future Year Budgets: The Agreement (hourly, daily, monthly, etc.) may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index ("CPI") for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period.

Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a cost of living adjustment ("COLA") pursuant to this paragraph for Agreement option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Agreement) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost increased. COLAs shall not be applied to facility alterations and repairs, equipment costs, special function meal expense, incidental food and supplies expense, enteral feeding expense, profit and sales tax expenses and other items at County's discretion. Inflation adjustment and Contractor's future Agreement year budgets must be requested in writing along with supporting documentation to the Chief, Contracts and Grants Division and the Chief Executive Officers at the Medical Centers. The request must be submitted sixty (60) days prior to the end of each Agreement year for the following Agreement year."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Chairman and Contractor has caused this Amendment to be
subscribed in its behalf by its duly authorized officer, the day,
month, and year first above written.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

ATTEST:

By *[Signature]*
Deputy

MORRISON MANAGEMENT SPECIALISTS,
INC., dba MORRISON HEALTH CARE,
INC.

Contractor

By *[Signature]*
RCP

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By: *[Signature]*
Deputy



APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By: *[Signature]*
Deputy

FOR SHARON REICHMAN

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: *[Signature]*
Cara O'Neill, Chief
Contracts and Grants Division

AMENDCDking8.AMB 05/16/07

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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JUN - 5 2007

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

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JUN - 5 2007

70294
Supplement No. 8

SCHEDULE 8-A

Contractor's Budget
to Deliver 11,000 - 12,000 Meals per
Calendar Month from April 1, 2007 to June 30, 2007
MARTIN LUTHER KING, JR. - HARBOR HOSPITAL

A. Contractor's Budget \$ 585,000

BASIC MONTHLY CHARGE \$ 195,000

B. Special Function Meals \$ 20,000

Incidental Supplies \$ 2,200

Tube Feedings \$ 2,200

SCHEDULE 9

Contractor's Budget
to Deliver 11,000 - 12,000 Meals per
Calendar Month from July 1, 2007 to December 31, 2007
MARTIN LUTHER KING, JR. - HARBOR HOSPITAL

A. Contractor's Budget	\$ 1,170,000
July 1, 2007 - December 31, 2007	
 BASIC MONTHLY CHARGE	 \$ 195,000
 B. Special Function Meals	 \$ 16,000
Incidental Supplies	\$ 4,400
Tube Feedings	\$ 4,400
 Total Budget:	 \$ 1,194,800

AGREEMENT FOR DIETARY SERVICES
OLIVE VIEW/UCLA MEDICAL CENTER

AMENDMENT NO. 9

THIS AMENDMENT is made and entered into this 5th day
of June, 2007,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County")

and

MORRISON MANAGEMENT
SPECIALISTS INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"AGREEMENT FOR DIETARY SERVICES AT OLIVE VIEW/UCLA MEDICAL
CENTER", dated May 13, 1997, and further identified as County
Agreement No. 70694, an extension letter dated February 21, 2002,
and any Amendments thereto (all hereafter referred to as
"Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement
to extend its term and to make the changes described hereinafter;
and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective on July 1, 2007.

70694
Supplement No. 9

2. The term of this Agreement is hereby extended on a month-to-month basis at County's sole discretion through December 31, 2007.

3. Exhibit B, Paragraph 8, Inflation Adjustments and Contractors Future Year Budgets, in the body of the Agreement shall be revised as follows:

"8. Inflation Adjustments and Contractors Future Year Budgets: The Agreement (hourly, daily, monthly, etc.) may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index ("CPI") for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period.

Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a cost of living adjustment ("COLA") pursuant to this paragraph for Agreement option years, it may, in its sole discretion exclude the

cost of labor (including the cost of wages and benefits paid to employees providing services under this Agreement) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost increased. COLAs shall not be applied to facility alterations and repairs, equipment costs, special function meal expense, incidental food and supplies expense, enteral feeding expense, profit and sales tax expenses and other items at County's discretion. Inflation adjustment and Contractor's future Agreement year budgets must be requested in writing along with supporting documentation to the Chief, Contracts and Grants Division and the Chief Executive Officers at the Medical Centers. The request must be submitted sixty (60) days prior to the end of each Agreement year for the following Agreement year."

4. Exhibit B-7 shall be replaced with Exhibit B-8, attached to this Amendment and incorporated in Agreement by reference.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be
subscribed in its behalf by its duly authorized officer, the day,
month, and year first above written.

COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the Board of
Supervisors of the County of
Los Angeles

MORRISON MANAGEMENT SPECIALISTS,
INC., dba MORRISON HEALTH CARE,
INC.

Contractor

By: *[Signature]*
Deputy



APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By: *[Signature]*
Deputy County Counsel

FOR SHARON REICHMAN

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: *Cara O'Neill*
Cara O'Neill, Chief
Contracts and Grants Division

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*
Deputy

amb:04/27/07
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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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JUN - 5 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

70694
Supplement No. B

Contractor's Budget
to Deliver 24,001 - 30,000 Meals Per
Calendar Month from July 1, 2007 through December 31, 2007
OLIVE VIEW-UCLA MEDICAL CENTER

Labor Costs	\$ 1,049,366
Raw Food Costs	\$ 503,740
Materials, Services and Supplies	\$ 114,356
Utilities	\$ 520
Maintenance	\$ 6,184
General Administrative & Management Fee	\$ 48,358
Sales Tax Liability	\$ 14,606
A. Contractor's Budget	\$ 1,737,130
B. Special Function Meals	\$ 12,500
Incidental Food and Supplies	\$ 4,000
Patient Tube Feeding Products	\$ 3,500
Contractor's Total Budget	\$ 1,757,130
BASIC MONTHLY CHARGE	\$ 289,522

EXHIBIT IV

Contract No. 68444-9

AGREEMENT FOR DIETARY SERVICES
AT RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

AMENDMENT NO. 9

THIS AMENDMENT is made and entered into to this 5th day
of June, 2007,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

SODEXHO OPERATIONS, LLC
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
AGREEMENT FOR DIETARY SERVICES AT RANCHO LOS AMIGOS MEDICAL
CENTER", dated July 18, 1995, and further identified as County
Agreement No. 68444, extension letter dated February 21, 2002,
and any Amendments thereto (all hereafter referred to as
Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective July 1, 2007.

68444
Supplement No. 9

28 JUN -5 2007

2. The term of this Agreement is hereby extended on a month-to-month basis at County's sole discretion through December 31, 2007.

3. Exhibit B, Paragraph 8, Inflation Adjustments and Contractors' Future Year Budgets, shall be revised as follows:

"8. Inflation Adjustments and Contractors' Future Year Budgets: The Agreement (hourly, daily, monthly, etc.) may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index ("CPI") for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period.

Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

Where the County decides to grant a cost of living adjustment ("COLA") pursuant to this paragraph for Agreement option years, it may, in its sole discretion exclude the

cost of labor (including the cost of wages and benefits paid to employees providing services under this Agreement) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost increased. COLAs shall not be applied to facility alterations and repairs, equipment costs, special function meal expense, incidental food and supplies expense, enteral feeding expense, profit and sales tax expenses and other items at County's discretion. Inflation adjustment and Contractor's future Agreement year budgets must be requested in writing to the Chief, Contracts and Grants Division, and the Chief Executive Officers at the Medical Centers. The request must be submitted sixty (60) days prior to the end of each Agreement year for the following Agreement year."

4. Schedule 9 shall be replaced with Schedule 10, attached hereto as reference.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be
subscribed in its behalf by its duly authorized officer, the day,
month, and year first above written.



ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By

Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

By

Cara O'Neill, Chief
Contracts and Grants Division

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amb.05/11/07

COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

SODEXHO OPERATIONS, LLC

Contractor

By

CALVIN V. JOHNSON

Title: EVP

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By

Deputy

FOR SHARON REICHMAN

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28

JUN - 5 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

68444
Supplement No. 7

SCHEDULE 10

CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE

Contractor's Six-Month Budget -
July 1, 2007 through December 31, 2007
to Deliver 38,001 - 44,000 Meals Per Calendar Month
Rancho Los Amigos National Rehabilitation Center

Labor Costs	\$ 995,044
Raw Food Costs	\$ 611,534
Materials; Services and Supplies	\$ 110,908
Equipment, Maintenance and Repairs	\$ 9,552
Other Expenses	\$ 131,620
Sales Tax Liability	\$ 3,504

A. Contractor's Six Month Budget
(July 1, 2007 - December 31, 2007): \$1,862,162

BASIC MONTHLY CHARGE \$ 310,360

B. Special Function Meals	\$ 47,232
Incidental Supplies	\$ 8,772
Tube Feedings	\$ 54,900
Total Six-Month Budget Extension	\$1,973,066

DIETARY SERVICES AGREEMENT
HIGH DESERT HEALTH SYSTEM

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this 5th day
of June, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MORRISON MANAGEMENT
SPECIALISTS, INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"AGREEMENT FOR DIETARY SERVICES", dated May 29, 2001, and further
identified as County Agreement No. 73378, and any Amendments
thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement
to extend its term and to make the changes described hereinafter;
and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective July 1, 2007.
2. The term of this Agreement is hereby extended on a
month-to-month basis, for a maximum of twelve months, from

73378
Supplement No. 405
2

28. JUN -5 2007

July 1, 2007 through June 30, 2008, unless sooner terminated by County.

3. Exhibit B-1, Paragraph 11.0, Retail Revenue Credit Guaranty, shall be added as follows:

"11. Retail Revenue Credit Guaranty: Contractor shall guarantee to County a monthly concession cafeteria food items sales credit of \$7,991, against Contractor's monthly billing to County for dietary services provided. If Contractor's annual net concession food items sales (Gross Receipts Less Applicable Sales Tax) exceed the guaranteed annual amount of \$95,892, Contractor shall credit to County on Contractor's June 2008 billing or sooner as described hereinbelow, an additional forty-five percent (45%) of any net concession cafeteria food items sales receipts above the guaranteed annual concession cafeteria food items sales credit to County. If the contract term ends sooner than June 2008 as provided in the Termination for Convenience Paragraph, a reconciliation to determine if additional funds are due County will be based on the number of months dietary services were provided during the contract term."

4. Exhibit B-1, Paragraph 12.0, Inflation Adjustments and Contractor's Future Year Budgets, shall be added as follows:

"12. Inflation Adjustments and Contractor's Future Year Budgets: The Agreement (hourly, daily, monthly, etc.)

may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index ("CPI") for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period.

Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a cost of living adjustment ("COLA") pursuant to this paragraph for Agreement option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Agreement) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost increased. COLAs shall not be applied to facility alterations and repairs, equipment costs, special function meal expense, incidental food and supplies expense, enteral feeding

expense, profit and sales tax expenses and other items at County's discretion. Inflation adjustment and Contractor's future Agreement year budgets must be requested in writing along with supporting documentation to the Chief, Contracts and Grants Division and the Chief Executive Officers at the Medical Centers. The request must be submitted sixty (60) days prior to the end of each Agreement year for the following Agreement year."

5. Schedule 4 shall be replaced with Schedule 5, attached hereto and incorporated in Agreement as reference.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be
subscribed in its behalf by its duly authorized officer, the day,
month, and year first above written.



ATTEST:

Sachi A. Hamai
Executive Officer of the Board of
Supervisors of the County of
Los Angeles

By: Sybil J. Villalobos
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: [Signature] For SHARON REICHMAN
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: Cara O'Neill
Cara O'Neill, Chief
Contracts and Grants Division

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05/21/07

COUNTY OF LOS ANGELES

By: [Signature]
Chairman, Board of Supervisors

MORRISON MANAGEMENT SPECIALISTS,
INC., dba MORRISON HEALTH CARE
INC.

Contractor
By: [Signature]
Title RUP

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Sybil J. Villalobos
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28

JUN - 5 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

High Desert Health System
Contractor's Budget and County's Charge Schedule
July 1, 2007 to June 30, 2008

Labor (Management/Staffing)

Salaries and Wages (20 hrs/wk RD)	\$113,004
Employee Benefits	\$35,106

Subtotal Labor	\$148,110	\$148,110
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Services and Supplies

Food Cost	\$32,470
Materials	\$20,846

Subtotal Services & Supplies	\$53,316
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Equipment

Replacement-	\$0
Lease-copier service contract	\$550
Equipment	\$0
Subtotal Equipment	\$550

Other Direct Costs

Utilities	\$0
Maintenance	\$0
Alterations and Repairs	\$0
Subtotal Other Direct Costs	\$0

Subtotal Equipment, other direct	\$550
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Total Direct Costs	\$201,976
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Indirect Costs

General and Administrative	\$3,636
Management fee (profit)	\$8,483

Total Indirect Costs	\$12,119	\$12,119
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Total Direct and Indirect Costs	\$214,095
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Retail Revenue Credit	-\$95,892
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Contractor's Contract Year Budget	\$118,203
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Incidental Supplies	\$2,163
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Special Functions	\$4,683
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Ordinance Meals	\$6,155
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Additional Clinical Dietitian Services	\$0
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Contractor's Total Contract Year Budget	\$131,203
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BASIC MONTHLY CHARGE	\$9,850
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Fee and General and Admin @ 6% per contract.

Retail revenue credit = actual retail sales projected for contract yr 06-07

*Interim
for Director
signature*

EXHIBIT V

Contract No. H-211094-9

PUBLIC CAFETERIA CONCESSION SERVICES
AGREEMENT AT HARBOR-UCLA MEDICAL CENTER

AMENDMENT NO. 9

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MORRISON MANAGEMENT
SPECIALISTS, INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Concessionaire").

WHEREAS, reference is made to that certain document entitled
"PUBLIC CAFETERIA CONCESSION SERVICES AGREEMENT AT HARBOR-UCLA
MEDICAL CENTER", dated May 9, 2000, and further identified as
County Agreement No. H-211094, and any Amendments thereto (all
hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement
to extend its term and to make the changes described hereinafter;
and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective July 1, 2007.
2. The term of this Agreement is hereby extended on a month-

to-month basis at County's sole discretion through December 31, 2007.

3. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Concessionaire has caused this Amendment to be subscribed in its behalf by its duly authorized office, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical
Officer

MORRISON MANAGEMENT SPECIALISTS,
INC., dba MORRISON HEALTH CARE, INC.
Concessionaire

By Edward Clark
Signature

Edward Clark
Printed Name

Title RVP
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By [Signature] FOR SHARON REICHMAN
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By Cara O'Neill
Cara O'Neill, Chief
Contracts and Grants Division

AMENDPUBCAF9.AMB
03/16/07